

TECHNICAL PRODUCTIONS, inc.

THIS TECHNICAL LABOR AND EQUIPMENT AGREEMENT ("Agreement") is made and entered into as of this 23rd day of May, 1996, by and between Festival Productions, Inc., ("Contractor"), having its principal offices at 311 West 37th Street, NYC, NY 10023, and TECHNICAL PRODUCTIONS, inc. with offices at 1693 S. Hanley Road, Brentwood, Missouri, 63144.

1. **Production**. Contractor hereby contracts for TECHNICAL PRODUCTIONS, inc. to provide Labor and Equipment to assemble and operate theatrical staging, lighting and sound capabilities, and as may be more fully described on Exhibit A, if any, which is initialed by the parties, and which is hereby made a part of this Agreement ("Labor" and "Equipment"), for the following production:

M 108 Summer Series
production

2. **Location**. TECHNICAL PRODUCTIONS, inc. shall provide Labor and Equipment at the following address, which shall be referred to as "Premises."

Ambassador, Brioni Nights & Mississippi Nights
address of production

3. **Date(s)**. Labor and Equipment shall be provided by TECHNICAL PRODUCTIONS, inc. at Premises from 24 July, '97 through 9 August, '97.
4. **Workmanlike Manner**. TECHNICAL PRODUCTIONS, inc. shall perform Labor and shall deliver Equipment in a workmanlike manner.
5. **Premises, Licenses and Permits**. Contractor shall be responsible for determining and insuring that the Premises are suitable for having all needed Equipment rigged, attached, installed, affixed, or placed upon Premises by TECHNICAL PRODUCTIONS, inc.. Contractor shall further insure that all electrical specification and wiring are capable of supporting all lighting, sound, projection and other electrical Equipment. Contractor shall secure all licenses and permits necessary for initiation and completion of this Agreement and Contractor Shall be responsible for payment of insurance, license and permit fees.

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6. **Payment.** Payment to TECHNICAL PRODUCTIONS, inc. for Labor and Equipment as specified herein shall be made as follows:

Total Amount Due: **\$30,411.60**

Payment shall be payable:

\$10,411.60 Due: Friday, 30 May, 97

\$10,000.00 Due: Thursday, 24 July, '97

\$10,000.00 Due: Thursday, 7 August, '97

7. **Indemnity.** Except for the intentional acts or omissions, or gross negligence of TECHNICAL PRODUCTIONS, inc., Contractor shall indemnify TECHNICAL PRODUCTIONS, inc. and hold it harmless from any claim by any party because of Contractor's breach of this Agreement, or any claim by any party for personal injury or property damage arising from the installing, rigging, attaching, affixing or providing of any Labor or Equipment or arising out of the use of said Premises and Equipment, or the delivery of said Labor. Contractor shall indemnify TECHNICAL PRODUCTIONS, inc. for all damages, including but not limited to, damage awards (whether by court order of settlement), court costs, attorney's fees, and all expenses related to the claim action or defense thereof.
8. **Enforcement.** If suit is brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party all costs in connection with the suit, including, but not limited to, reasonable attorney's fees, Court costs, and expenses of enforcement, whether or not the suit proceeds to judgment.
9. **No Partnership.** The relationship between the parties herein is that of independent contractors and no joint venture or partnership is intended or exists.
10. **Subcontractors.** TECHNICAL PRODUCTIONS, inc. shall have the right, at its sole discretion and without the consent of Contractor, to employ subcontractors as necessary to complete the Labor and deliver the Equipment described hereunder, and TECHNICAL PRODUCTIONS, inc. shall be responsible for the payment of any subcontractors.
11. **Delay in Performance.** Notwithstanding anything to the contrary in this Agreement, Contractor is financially responsible for any costs, including but not limited to payroll and subcontract expenses, incurred as a result of delays for which TECHNICAL PRODUCTIONS, inc. is not responsible.
12. **Force Majeure.** Except as provided herein, performance hereunder is subject to force majeure and is contingent upon acts of God, and strikes.

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13. **Waiver.** No waiver of any breach shall be held to be a waiver of any other or subsequent breach.
14. **Authority to Contract.** Contractor warrants and agrees that it has the authority to enter into this Agreement and has the legal right to use the Premises on the Dates of Labor Provided in this Agreement.
15. **Governing Law.** This Agreement shall be construed according to the laws of the State of Missouri, and any suit thereon shall be instituted in St. Louis County, Missouri. Contractor consents to the jurisdiction of the Circuit Court of St. Louis County, Missouri.
16. **Entire Agreement.** This Agreement represents the entire agreement between the parties and may only be modified in writing, signed by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

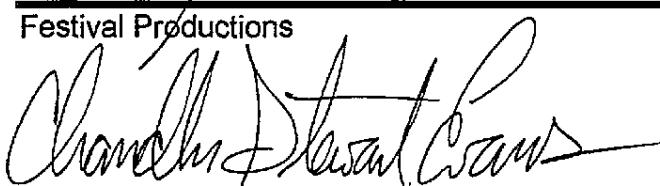
Signed:



Festival Productions

20-May '97

Date



TECHNICAL PRODUCTIONS, inc.

15 MAY 97

Date

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